

## **Stock Sale and Purchase Agreement**

### *State of Delaware*

This Stock Sale and Purchase Agreement ("Agreement") is made by and between the following parties: Javon Johnson, an individual, hereinafter known as "Seller," having an address at the following:

148 Dividend RD  
Rocky Hill CT 06067  
Email: Brickseeker101@gmail.com

and Bloxx Financial OU, a corporation, incorporated under the laws of the state of New York, hereinafter known as "Buyer," having an address at the following:

1 World Trade Center 8501  
New York NY 10007  
Finance@Solareum.Solar  
Email: Finance@Solareum.Solar

The parties shall be individually referred to as "Party" and collectively as the "Parties."

### **RECITALS:**

*WHEREAS, Seller is a stockholder in the corporation of the following name: Bloxxwop PTY LTD, incorporated in Delaware (the "Corporation");*

*WHEREAS, Seller desires to sell their stock, in the amount of 150,000 shares, with a par value of \$185,000 (one hundred eighty-five thousand US dollars) (the "Stock");*

*WHEREAS, Buyer would like to purchase the Stock;*

*WHEREAS, The Corporation maintains a Shareholder Agreement, dated November 9th, 2020, which governs the shareholders' relations with the Corporation (the "Shareholder Agreement");*

*WHEREAS, the Shareholder Agreement, as well as the Corporation's bylaws, permit the sale contemplated herein;*

*WHEREAS, Buyer and Seller have agreed to complete the sale of the Stock through this Agreement and abide by the terms and conditions herein.*

**Article 1 - SALE:**

Buyer agrees to purchase the Stock for the total sale price of \$185,000 (one hundred eighty-five thousand US dollars) ("Total Sale Price"). This sale leaves Seller with no rights in the Corporation.

**Article 2 - PAYMENT:**

The Total Sale Price will be paid as follows:

The Entirety of \$185,000 USD will be paid via Wire Transfer and/or Cryptocurrency Payment. The closing will take place exactly 14 days after an external capital raise to exceed \$1,000,000. Upon the closing date the issued sellers Bloxx Tokens will be transferred to the buyer

The methods of payment Seller will accept are as follows:

Wire Transfer, Cryptocurrency

**Article 3 - CLOSING:**

The Total Sale Price will be paid in full by the following date: February 28th, 2022 (the "Closing Date"). On the Closing Date, the parties will meet as follows:

Address of Closing:

Bloxx Ventures  
30 old Kings Highway S  
Darien Connecticut

Time of Closing:

12 PM EST

On the Closing Date, the Parties will ensure all required documentation between them is complete, including the Seller delivering to the Buyer any relevant stock certificates (the "Stock Certificates"). For any transfer documents required, Seller shall properly execute each document as needed to ensure Buyer acquires full rights in the Stock.

**Article 4 - SELLER REPRESENTATIONS & WARRANTIES:**

Seller hereby represents and warrants that Seller has good title to the Stock conveyed herein and that the Stock is that of the Corporation, which is a duly organized corporation, and in good standing, under the laws of State of Delaware.

Seller warrants that Seller has no limitations on making such sale, such as any security interest, lien, or encumbrance. Seller is not a party to any contract with regard to any third party rights in the Stock or voting in the Corporation as a result of the Stock.

Additionally, Seller represents and warrants that there are no restrictions of any kind, including options, stock purchase agreements, or redemption agreements on the Stock.

Seller further represents and warrants that it will take any steps to perfect Buyer's receipt of the Stock as required.

#### **Article 5 - BUYER REPRESENTATIONS & WARRANTIES:**

Buyer hereby represents and warrants that the execution of this sale will not put Buyer in default of any contractual relationship to which Buyer is a party and that Buyer will deliver the Total Sale Price as required under this Agreement.

Buyer warrants that Buyer has consulted with legal and investment advisors regarding the sale or waives the right to do so. Buyer fully understands the benefits and risks of purchasing the Stock.

#### **Article 6 - EXPENSES:**

Each Party is responsible for paying its own costs and expenses in connection with this Agreement.

#### **Article 7 - DIVIDENDS AND VOTING:**

The Parties agree that all dividends issued prior to the Closing Date shall belong to Seller and all dividends issued after the Closing Date shall belong to Buyer. Seller shall maintain all voting rights in the Corporation before the Closing Date and any applicable voting rights will transfer to Buyer after the Closing Date.

#### **Article 8 - NO BROKERAGE:**

Seller and Buyer each warrant and agree that no fees are due to any third party as a result of this Agreement, including brokerage fees, finder's fees, commission, or any other payment related to the Parties' transaction.

**Article 9 - NO GUARANTEES:**

Seller does not guarantee any specific performance of the Corporation, including through sales, distributions, or otherwise. Buyer accepts that the sale of this Stock is "as is."

**Article 10 - GENERAL PROVISIONS:**

- a) LANGUAGE: All communications made pursuant to this Agreement shall be in the English language.
- b) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes any prior agreement, written or oral.
- c) JURISDICTION, VENUE & CHOICE OF LAW: The laws of the jurisdiction where the Corporation filed its formation documents, specifically the state of Delaware shall be applicable to this Agreement, with the exception of its conflict of law provisions.
- d) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party, without the written consent of the other.
- e) SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.
- f) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.
- g) NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

**EXECUTION:**

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed on the following date: June 23rd, 2021.


Seller: Javon Johnson

Signature:  6/22/2021

Buyer: Bloxx Financial OU

Representative Name: Ken Recco

Title: CHAIR

Signature: 

Both parties entered into a Verbal Agreement on 6/20/2021

